

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000251130
Reinhart Food Service LLC
DBA Burlington Food Service Co
784 Hercules Dr
Colchester VT 05446
USA

Phone #: 802-655-7595

Contract ID 0000000000000000000014590		Page 1 of 5
Contract Dates 03/01/2009 to 03/01/2011		Origin CP
Description: CP - FOOD REPLENISHMENT		Contract Maximum \$99,999,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FOOD REPLENISHMENT PRODUCTS TO BE PURCHASED IN ACCORDANCE WITH SPECIFICATIONS FOR FOOD REPLENISHMENT PROGRAM, VERMONT DEPARTMENT OF CORRECTIONS AND STATE FACILITIES. PRICES ARE IN ACCORDANCE WITH THE CURRENT SIXTY DAY PRICING.	CS	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FOOD REPLENISHMENT ISSUED AUGUST 27, 2008 AND VENDOR'S RESPONSE DATED SEPTEMBER 22, 2008.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE GROCERY ITEMS TO INCLUDE FROZEN, CANNED, DRY AND OTHER TO EACH OF THE FACILITIES LISTED HEREIN ON A DELIVERY CYCLE THAT WILL MEET THE NEED OF ALL FACILITIES.

CONTRACT PERIOD: MARCH 1, 2009 TO MARCH 1, 2011 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL YEARS AT THE SAME PRICES, TERMS AND CONDITIONS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: CONTRACTOR WILL SUPPLY SOFTWARE AT NO EXTRA EXPENSE TO THE STATE, TO ENABLE ALL FACILITIES TO PLACE ORDERS FOR CONTRACT ITEMS ELECTRONICALLY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL, MAINTAIN AND TRAIN FACILITY PERSONNEL IN ITS USE. PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

RFS - BURLINGTON TRACS DIRECT, A WEB BASED SYSTEM WILL BE MADE AVAILABLE AT NO CHARGE TO ALL UNITS. TRACS DIRECT PROVIDES A VERSATILE TOOL FOR ANY FOOD SERVICE OPERATOR TO BUILD ORDERS, TRACK INVENTORY, ANALYSE PURCHASE HISTORY. AVAILABLE THROUGH THE INTERNET FOR ANY COMPUTER ANYWHERE IN THE WORLD, 24 HOURS 7 DAYS A WEEK, LIVE LINK WITH REINHART FOODSERVICE.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

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CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT.

THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY ON A 120 DAY WRITTEN NOTICE TO THE OTHER.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AVAILABILITY: DELIVERIES MAY BE WEEKLY OR BI-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. CONTRACTOR MUST CONTACT THE FOOD SERVICE SUPERVISOR TO SET UP DELIVERY SCHEDULE FOR THEIR FACILITY. IF A CONTRACTOR NEEDS A CHANGE IN THE DELIVERY SCHEDULE THEY MUST CONTACT THE FOOD SERVICE SUPERVISOR AT LEAST 48 HOURS BEFORE THE SCHEDULE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SAMPLES:

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

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SHALL RECEIVE THE NEW PRICE LIST AT LEAST 5 WORKING DATES PRIOR TO THE NEXT TWO CALENDAR MONTH PERIOD. LIST MUST SHOW EFFECTIVE DATE OF PRICING. ONCE CONTRACTOR HAS MAILED THE NEW LIST TO ALL INTERESTED PARTIES, PRICE WILL REMAIN FIRM AND NO PRICE CHANGES ALLOWED DURING THE TWO CALENDAR MONTH PERIOD.

PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACES THE ORDER AND NOT AT THE TIME OF THE DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICED AT POINT OF ORDER. THERE ARE TO BE TWO PRICE LISTS SENT TO EACH FACILITY.

CONTRACTOR SHALL SUBMIT ONE COPY OF EACH FOOD PRODUCT LIST TO THE OFFICE OF PURCHASING AND CONTRACTING. THE CONTRACTOR IS ALSO REQUIRED TO SUBMIT THE CATEGORY AND NUMERICAL PRICE LIST ELECTRONICALLY.

CONTRACTOR MUST MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCT ELSEWHERE)

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. SUBSTITUTIONS SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE STATE IN A TIMELY MANNER. IF CONTRACTOR CANNOT SUPPLY AN ACCEPTABLE SUBSTITUTION, THE FOOD SERVICE SUPERVISOR MUST CONTACT THE OFFICE OF PURCHASING AND CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A "PARTIAL FILL" ORDER WILL BE ACCEPTED. REPEATED OUT OF STOCK, SUBSTITUTIONS AND/OR PARTIAL MADE BY CONTRACTOR MUST BE REPORTED BY THE FOOD SERVICE SUPERVISOR BY EMAIL OR FAX TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTORS ARE TO INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY, LABEL BRAND. CONTRACTORS ARE TO FURNISH A FOOD LABEL COMPARISON CHART WITH THEIR CONTRACT. IF CONTRACT MUST CHANGE LABEL, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING AND CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT ANY TIME THROUGHOUT THE CONTRACT PERIOD.

THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCTS OF QUESTIONABLE NATURE TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE, OR STATE DEPARTMENT OF HEALTH.

THE CONTRACT REFLECTS PRIMARY FOOD ITEMS TO BE PURCHASED FROM THIS CONTRACT. FILL RATE IS TO BE 98% MINIMUM FOR EACH ITEM REQUESTED. CONTRACTOR IS TO INDICATE FOOD PRODUCED OR PACKED IN VERMONT.

THE STATE WILL WORK WITH THE CONTRACTOR TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULLY RECONCILED INVOICES. THE CONTRACTOR WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO PAST DUE INVOICES. AS NOTED IN THE INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE NOT TO BE CONSIDERED PAST DUE.

ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, AND UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENT TO THE CONTRACTOR. CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMINGLED ON THE SAME INVOICE. INVOICES ARE TO BE RENDERED BY CONTRACTOR TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS SHALL BE REFLECTED ON INVOICES AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGH PRICE FOR ITEMS OR SUBSTITUTES A HIGHER PRICE, THE CONTRACTOR'S INVOICE WILL BE CUT-BACK TO THE PRICE AT THE TIME OF THE ORDER, HOWEVER, IF THE PRICING IS LOWER THEN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THEN A QUARTER OF THE ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE CONTRACTOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY UPON REQUEST. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICES WITH DISCREPANCIES WILL TAKE LONGER TO PROCESS AND

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THE STATE SHALL NOT BE HELD RESPONSIBLE.

THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDITS THROUGHOUT THE CONTRACT PERIOD.

THE STATE UPON REQUEST HAS THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE OR REMOVE A FACILITY WITH A 60 DAY WRITTEN NOTICE. CONTRACTOR WILL SERVICE ALL LOCATIONS INDICATED IN THE CONTRACT.

CONTRACTOR'S CONTACT INFORMATION: ALICIA RAND WILL BE THE DESIGNATED CUSTOMER SERVICE REPRESENTATIVE. ALICIA WILL BE THE CONTRACT PERSON FOR ORDER PLACEMENT, SHE CAN BE REACHED AT 800-272-5302 EXT 139.

FERNANDO CRESTA WILL BE THE CONTACT FOR ALL OTHER: TELEPHONE NUMBER 800-272-5302 EXT 310, FAX 802-655-5655, EMAIL FXCRESTA@RFSDELIVERS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____